

INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 1

**Between
MULTNOMAH COUNTY
And
PORT OF PORTLAND**

CONTRACT NO. 4600004477

Amendment No. 1 to this Intergovernmental Agreement ("Agreement") is entered into pursuant to ORS 190.010 by and among Multnomah County, (hereinafter "County"), and the Port of Portland, (hereinafter "Port").

Witnesseth

WHEREAS the County has been selected by the U.S. Department of Homeland Security, Office of Domestic Preparedness (ODP), as a grant recipient from the State Domestic Preparedness Equipment Grant Program; and

WHEREAS the County has been awarded funding under the State Domestic Preparedness Equipment Grant Program for Federal Years 2002, 2003, and 2004 (the "Grant"); and

WHEREAS there is a cooperative effort between the first responder agencies of Portland, Gresham, the Port of Portland, Multnomah County, Fairview, Troutdale, and Sauvies Island to respond to local emergencies; and

WHEREAS the County will serve as the emergency equipment purchaser under the Grant for Fairview, Troutdale, and Sauvies Island; and

WHEREAS the cities of Portland and Gresham and the Port of Portland will provide their own purchasing services for emergency equipment under the Grant; and

WHEREAS the Port will receive up to a total of \$538,572 from Grant for the purpose of purchasing eligible equipment; and

WHEREAS the funds are to be used to procure equipment to allow emergency first responder agencies to respond to and recover from an attack made using weapons of mass destruction; and

WHEREAS the County shall administer the State Domestic Preparedness Equipment Grant; now therefore

IT IS AGREED that the mutual promises and the terms and conditions are set forth hereafter:

Terms and Conditions

1. The County shall reimburse the Port from the Grant award for eligible purchases made by the Port up to a total of \$538,572. Funds provided to the Port under this Agreement may be used only for the purchase of equipment designated in the FY02, FY03, and FY04 State Domestic Preparedness Equipment Grant Application.
2. The Grant requires the County to submit timely reports according to the dates established by the ODP. The Port assumes and shares this reporting obligation and hereby agrees to provide the County in a timely manner all documentation required under Paragraphs 3 and 4 of these Terms and Conditions.
3. The Port shall submit requests for reimbursement to the County, including supporting documentation for all grant expenditures and any matching funds requirements. Purchases of equipment over \$5,000 require a description of the equipment, the purchase price, date of purchase, and identifying numbers if any. All purchases made by the Port must be completed by December 31, 2004 for the FY02 and FY03 Grants and June 30, 2005 for the FY04 Grant.
4. The Port shall submit progress reports to the County no later than January 3, 2004; July 3, 2004; January 3, 2005 and July 31, 2005. The County may withhold reimbursement payments if progress reports are not submitted by the specified dates or are incomplete. Unless otherwise specified by the parties in writing, the County may suspend or terminate this Agreement if any progress report is outstanding more than one month past the due date.
5. The Port shall comply with all terms and conditions of the Grant that are imposed on the County. A copy of the Grants are attached as Exhibit A to this Agreement. The Port assumes full responsibility, obligation and liability for the use of any funds transferred to the Port under this Agreement.
6. Payments to the Port under this Agreement are contingent upon receipt by the County of sufficient Grant funds from the State Criminal Justice Services Division. Provided such funds have been received by the County, the County will reimburse the Port for eligible expenses incurred by the Port within 30 days of the date an invoice is received by the County, provided such invoice complies with the requirements of this Agreement.

Amendments

Proposed amendments to this Agreement shall be in writing and approved by the governing bodies of the County and the Port.

Severability, Interpretation, and Duration

1. Severability: The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

2. Interpretation: The terms and conditions of this Agreement shall be liberally construed in accordance with the general purpose of this Agreement.

3. Duration: This Agreement will be in effect upon signature by the County and the Port. The duration of this Agreement is from date of execution until July 31, 2005.

Responsibility for Acts

The County and the Port shall each be solely responsible for its own activities under this Agreement. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, each party agrees to hold harmless, defend and indemnify the other, their officers, agents, and employees, against any claims, demands, actions or suits, (including attorney fees and costs), brought against them arising out of or relating to each other's individual responsibilities under this Agreement.

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer(s) of the County and the Port who are duly authorized to execute this Intergovernmental Agreement.

MULTNOMAH COUNTY, OREGON

PORT OF PORTLAND

Diane M. Linn, Chair

By

Date

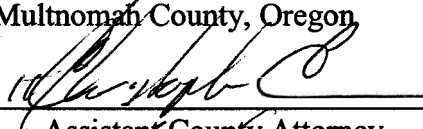
Date

Reviewed:

Reviewed:

AGNES SOWLE, County Attorney
for Multnomah County, Oregon

By



Assistant County Attorney

By:



Date

Date